

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT 1-A**  
**North Bay Services**



## Contract Work Authorization (CWA)

This is Change Order ("CO") No. 010 to Contract Work Authorization Matter Number 170700 dated 3/21/2019, as modified by Change Order No. 009 on 11/30/2018 (collectively the "CWA") and is issued under and pursuant to the Blanket Agreement or Master Service Agreement No. 4400011341 dated 01/17/2017 (the "MSA"), between the below-named Contractor ("Contractor"), a Delaware Limited Liability Partnership, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's Legal Name:	PricewaterhouseCoopers LLP	This Change Order consists of 8 pages.
Contractor's Address:	300 Madison Avenue New York, NY 10017	
Project Name:	PMO and Data Response Support at the Direction of Law	
Job Location:	Contractor's offices, PG&E offices in San Francisco and other locations as needed.	

**CHANGES:** The Parties hereby modify the Contract Work Authorization referenced above as follows:

1. The total value of the CWA is \$1,545,000

This amendment to the CWA modifies the Scope of Work included in Attachment 1 to include additional activities Contractor will perform as of April 1, 2019, which will include providing ongoing consulting services to support PG&E in its Corporate Incident Management process related to the 2017 North Bay Fires and other major events in its service territory, including Strategy, Operations, and Legal Support activities, as described in Attachment 1 hereto. Scope of services may be extended to include other major events as agreed to between Contractor and PwC via an executed Amendment to this CWA Change Order.

**ALL WORK PERFORMED UNDER THIS CWA IS PRIVILEGED AND CONFIDENTIAL, PERFORMED AT THE DIRECTION OF AND UNDER THE SUPERVISION OF THE PG&E LAW DEPARTMENT**

**ATTACHMENTS:** The following are attached to this CWA Change Order No. 010 and incorporated herein by reference:

Attachment 1: Change Order No. 010 Amended Scope of Work (Privileged and Confidential, performed at the direction of and supervision of PG&E Law Dept.)

Attachment 1-A: Resource Sheet

Period of Performance: Upon CWA execution, work is extended for 90 days, from April 1, 2019 – June 30, 2019

PRICING CHANGES	Previous Total CWA Value:	\$16,609,661
	Addition or Deduction:	\$1,545,000
	Revised Total CWA Value:	\$18,154,661

All other terms and conditions of the CWA, as it may have been amended by previous CWA Change Order(s) if any, shall remain the same.

**THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CWA CHANGE ORDER NO. 010.**

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: PRICEWATERHOUSECOOPERS LLP	
Signature		Signature	
Name	Charles Middlekauff	Name	Todd Jirovec
Title	Assistant General Counsel	Title	Principal



Date		Date	
<b>ADMINISTRATION</b>			
PG&E Negotiator	Linda Winter	Contractor Representative	Todd Jirovec
Phone	415-973-9191	Phone	214-616-2977
Email	<a href="mailto:linda.winter@pge.com">linda.winter@pge.com</a>	Email	<a href="mailto:todd.jirovec@pwc.com">todd.jirovec@pwc.com</a>
Accounting Reference			

<b>INTERNAL PG&amp;E USE ONLY</b>		
Distribution Date		
Distribution of Copies:	<input type="checkbox"/> Document Services (Signed Original Copy) Mail Code N5D 245 MARKET ST., SAN FRANCISCO	<input type="checkbox"/> Contractor (Signed Original Copy)
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law



**Attachment 1**

**Change Order No. 010 AMENDED SCOPE OF WORK**

**ALL WORK PERFORMED UNDER THIS CWA IS PRIVILEGED AND CONFIDENTIAL, PERFORMED AT THE DIRECTION OF AND UNDER THE SUPERVISION OF THE PG&E LAW DEPARTMENT.**

Contractor will provide the following consulting services to assist PG&E with its Corporate Incident Management processes related to the 2017 North Bay Fires and other major events in its service territory, including Strategy, Operations, and Legal Support activities:

**1. Scope of Services:**

<b>Strategic Support</b>	
Cross Functional Strategy	<ul style="list-style-type: none"><li>- Assist with identification of critical action items related to developing priorities of the organization, driving and tracking strategic priorities and developing work plans for cross-functional workstreams</li><li>- Support preparation for Board of Director communications and meetings</li><li>- Partner with additional third party providers to assist with development of materials and facilitation of cross-functional working group</li><li>- Support compilation and distribution of materials for the Senior Leadership team, including regularly scheduled meetings and weekly Senior Leadership Update package</li></ul>
<b>Operations and Resiliency Support</b>	
Resiliency – Overall Community Wildfire Safety Program Support	<ul style="list-style-type: none"><li>- Support development of Senior Team updates and Board materials (e.g., SNO, CPP)</li><li>- Provide input on data collection process for improved analytics and executive-level dashboards</li></ul>
Resiliency – Electric Operations Reorganization Support	<ul style="list-style-type: none"><li>-Support weekly design sessions with EO leadership including development of executive summaries, workshop content, and employee engagement materials</li><li>- Consolidated Phase 1 data of EO Reorg Listening Sessions to inform case for change and design recommendations</li><li>- Support the facilitation of second phase of Listening Sessions including deep-dive sessions by function as needed</li><li>- Provide input on non org design related improvement opportunities</li></ul>
Resiliency – Public Safety Power Shutoff Program Support	<ul style="list-style-type: none"><li>-Continue support of Transmission PSPS scope development including process design and impact of power flow scenario analysis</li><li>- Support development of future state scope and workstream workplans prior to 2019 summer preparedness</li><li>- Support advanced data analytics as needed (e.g., red flag warning analysis)</li><li>- Support additional process mapping and alignment of cross-functional teams as needed</li></ul>
Resiliency – SB 901 Wildfire Mitigation Plan	<ul style="list-style-type: none"><li>- Support ongoing workshops and data requests (as needed)</li></ul>



Event Analysis – CalFire / CPUC Data Requests	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]ule</div>
Event Analysis - Event Leads Support	<div>[REDACTED]</div> <div>[REDACTED]</div>
Event Analysis - Process Improvements (EA)	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>
Event Analysis – Process Improvements (DRI)	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>
<b>Legal Support</b>	
Law PMO	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>
Budget tracking and forecasting	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>
Legal hold	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>
eDiscovery PMO support	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>
Outside Counsel coordination	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>
Data collection	<div>[REDACTED]</div>



	- Coordinating and performing data collections with CDS, Celerity & Outside Counsel
--	---

The Services do not include the provision of legal advice, and PwC makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state, or any other type of law or regulation. Changes in the law and/or its interpretation may take place before PwC's advice is acted upon or may be retrospective in effect; PwC accepts no responsibility for changes in the law or its interpretation that may occur after the provision of the Services.

Contractor shall provide experienced resources, including a dedicated engagement partner, engagement directors and additional experienced resources. A resource plan is attached (**Attachment 1-A**) and incorporated in this Scope of Work. In the event that scope materially changes, Contractor and PG&E agree to work in good faith to agree on and execute a change order prior to additional fees being incurred.

Contractor's work will be performed at the direction and under the supervision of PG&E's internal Legal Department.

## **2. Deliverables**

Contractor expects to provide PG&E with certain non-Contractor branded summaries, schedules and analyses under this CWA ("Deliverables"). All Deliverables shall be prepared in conjunction with PG&E and will be intended to be treated solely as PG&E's own property as set forth in the MSA. PG&E will review such Deliverables, revise them as deemed appropriate, and approve them prior to PG&E's use.

## **3. Anticipated Timeframe**

The period of performance for this work is April 1, 2019 through June 30, 2019.

Actual weekly Contractor resources may change in response to PG&E requests. Contractor will notify PG&E in advance if staffing under this CWA will exceed budgeted resource levels, which will require execution of a change order to this CWA.

## **4. Work Location(s)**

This project will be conducted primarily out of PG&E's Corporate Headquarters in San Francisco, CA.

## **5. Key Assumptions**

- To be successful, this project must be conducted with PG&E's active participation. Contractor understands that PG&E will be responsible for providing:
  - An Executive Sponsor
  - Dedicated PG&E internal (or contracted) resources to coordinate and lead the specific response activities required from each PG&E response team (e.g., Electric Operations, Law, and Finance); Contractor's work is dependent on these PG&E resources to provide information, status updates, and other support needed as part of the response activities.
  - Internal resources to work with Contractor's Team to gain knowledge necessary for this project
  - Timely access to PG&E subject matter experts and other personnel as needed.
- Operations workstream:



- PG&E will be responsible for records collection, including providing data in a format that can be digitized for analysis.
- Program Support workstream:
  - PG&E will be responsible for managing and executing individual response workstreams not included in this Scope of Work (e.g. Data Response Unit, Finance, Customer Care, Regulatory, and Communications).
- Contractor shall provide an estimated 20.25 experienced full-time equivalent (“FTE”) resources, consisting of a mix of full-time and part-time resources, supported by subject matter specialists as needed, to support this scope of work.
- Contractor will continue to submit invoices directly to the Law Department for processing, instead of through a third-party vendor.

## 6. Other Terms

- PG&E shall indemnify and hold Contractor harmless from and against any and all third party claims, losses, liability and damages arising from or relating to the Service or Deliverables under this CWA, except to the extent finally determined to have resulted from Contractor’s gross negligence or intentional misconduct relating to such Services and/or Deliverables.
- Contractor understands that PG&E seeks to have the attorney work product doctrine, attorney-client, or other privilege apply to some or all of the Services and Deliverables. PG&E and its Law Department are solely responsible for determining whether or not the attorney work product, attorney-client, or other privilege may apply and also solely responsible for managing the establishment and maintenance of any such privilege or protection. Contractor makes no representation as to whether the attorney work product or doctrine or attorney-client privilege will apply, as the applicability of the doctrine and privilege are legal questions. However, Contractor agreed to assist PG&E and its Law Department in preserving the confidentiality of the information received or provided in connection with the Services contemplated herein in a manner consistent with preserving an attorney-client privilege.
- PG&E will be solely responsible for any and all communications required with PG&E’s federal and state regulators and/or independent monitor(s) relating to these Services and Deliverables. Contractor is not being engaged to interact or meet with third parties, including but not limited to PG&E’s regulators and/or independent monitor(s).
- If Contractor is requested or authorized by PG&E or required by government regulation, regulatory agency, subpoena, or other legal process to produce Contractor’s Deliverables, working papers or personnel for testimony or interview with respect to Services Contractor performed for PG&E, PG&E will reimburse Contractor for Contractor’s and its counsels’ expenses and professional time incurred in responding to such a request.



**Attachment 1-A  
Resource Sheet**

Name	Workstream	Role	04-01	04-08	04-15	04-22	04-29	05-06	05-13	05-20	05-27	06-03	06-10	06-17	06-24
Todd Jirovec	Cross Functional Strategy	Engagement Lead													
Paul Conboy	Cross Functional Strategy	Strategic Response Lead													
Hugh Le	Resiliency	Operations Lead													
Riley Adler	Resiliency	Electric Ops. Reorg Lead													
Tara Soni	Resiliency	Electric Ops. Reorg Support													
Thomas Beauchemin	Resiliency	Electric Ops. Reorg Support													
Rodrigo Manzanilla	Resiliency	PSPS Lead													
TBD #1	Resiliency	PSPS Sr. Support													
Aakash Gawande	Resiliency	PSPS Process & Benchmarking													
Mitch Mendoza	Resiliency	PSPS Process & Benchmarking													
Billy Raley	Operations	Event Analysis SME													
Kristin Cheek	Operations	DRI Team Lead													
Chiara Nosse	Operations	Case Manager Support													
Amee Patel	Operations	DRI Transition Support													
Sayli Khadilkar	Operations	Transmission SME Support													
Yurika Yoneda	Operations	VM & PSPS SME Support													
Jessica Burton	Operations	DRI Tracker / CPUC Response Support													
Conngui Lin	Operations	Federal Monitor Support													
Dan Chomat	Operations	DRI Butte DA Support													
Rachel Ehsan	Legal / Operations	Law PMO support / Data Response													
Amol Deshpande	Legal	Law PMO lead													
Joseph Michalek	Legal	Law PMO support													
AnnMarie Hassan	Legal	Law PMO support													
Andy Bhuchar	Legal	Law PMO support													
TBD #2	TBD	Contingency - Incremental Support													

Contractor resources will consist of a mix of full-time and part-time resources, supported by subject matter specialists as needed, to perform the activities described in this CWA.